

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address GOLDEN GOODRICH LLP Jeffrey I. Golden, State Bar No. 133040 jgolden@go2.law Ryan W. Beall, Sate Bar No. 3113774 rbeall@go2.law 650 Town Center Drive, Suite 600 Costa Mesa, CA 92626 Telephone: (714) 966-1000 Facsimile: (714) 966-1002		FOR COURT USE ONLY	
<input type="checkbox"/> <i>Individual appearing without attorney</i> <input checked="" type="checkbox"/> <i>Attorney for: Chapter 7 Trustee Weneta M.A. Kosmala</i>			
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION			
In re: GEORGE R. CAMPOY,		CASE NO.: 8:22-bk-10903-SC CHAPTER: 7	
Debtor(s).		NOTICE OF SALE OF ESTATE PROPERTY	
Sale Date: 05/02/2023		Time: 11:00 am	
Location: United States Bankruptcy Court, Courtroom 5C - Via ZoomGov			

Type of Sale: ☒ Public ☐ Private

Last date to file objections: 04/18/2023

Description of property to be sold: The Estate's right, title and interest in 2028 West 154th Street, Anaheim, California 92809.

Terms and conditions of sale: See attached Notice of Chapter 7 Trustee's Motion for Order: (1) Authorizing Sale of Real Property Subject to Liens, Claims and Interests Pursuant to 11 U.S.C. Sections 363(b) and (f); (2) Approving Buyer as Good-Faith Purchaser Pursuant to 11 U.S.C. Section 363(m); and (3) Approving Settlement Agreement Between the Trustee and Debtor Pursuant to Federal Rule of Bankruptcy Procedure 9019 ("Notice").

Proposed sale price: \$ 80,000.00

Overbid procedure (*if any*): n/a

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Sale Date: May 2, 2023 at 11:00 a.m.

Location:

United States Bankruptcy Court

Central District of California, Santa Ana Division

411 W. Fourth Street, Courtroom 5C, Santa Ana, CA 92701

Judge Clarkson will conduct the hearing remotely using ZoomGov. ZoomGov: Video and audio connection information for each hearing will be provided on Judge Clarkson's publicly posted hearing calendar, which may be viewed online at: <http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/?jid=SC>, and then selecting "Judge Clarkson" from the tab on the left-hand side of the page.

Contact person for potential bidders (*include name, address, telephone, fax and/or email address*):

Jeffrey I. Golden, Esq.

Ryan W. Beall, Esq.

GOLDEN GOODRICH LLP

650 Town Center Drive, Suite 600, Costa Mesa, CA 92626

Telephone: (714) 966-1000; Fax: (714) 966-1002

Email: jgolden@go2.law; rbeall@go2.law

Date: 04/06/2023

GOLDEN GOODRICH LLP
Jeffrey I. Golden, State Bar No. 133040
jgolden@go2.law
Ryan W. Beall, State Bar No. 313774
rbeall@go2.law
650 Town Center Drive, Suite 600
Costa Mesa, California 92626
Telephone 714-966-1000
Facsimile 714-966-1002

Counsel for Chapter 7 Trustee
Weneta M.A. Kosmala

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

In re
GEORGE R. CAMPOY,
Debtor.

Case No. 8:22-bk-10903-SC

Chapter 7

**NOTICE OF HEARING ON CHAPTER 7
TRUSTEE'S MOTION FOR ORDER:**

- (1) AUTHORIZING SALE OF REAL PROPERTY SUBJECT TO LIENS, CLAIMS AND INTERESTS PURSUANT TO 11 U.S.C. § 363(b);
- (2) APPROVING BUYER AS GOOD-FAITH PURCHASER PURSUANT TO 11 U.S.C. § 363(m); AND
- (3) APPROVING SETTLEMENT AGREEMENT BETWEEN THE TRUSTEE AND DEBTOR PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 9019

Hearing Date, Time and Location:

DATE: May 2, 2023
TIME: 11:00 a.m.
CTRM: 5C/Via ZoomGov
411 West Fourth Street
Santa Ana, California 92701

TO ALL PARTIES IN INTEREST:

PLEASE TAKE NOTICE that on **May 2, 2023**, at **11:00 a.m.** in Courtroom 5C of the United States Bankruptcy Court located at 411 West Fourth Street, Santa Ana, California, a hearing will be held on the *Chapter 7 Trustee's Motion for Order*:
(1) *Authorizing Sale of Real Property Subject to Liens, Claims and Interests Pursuant to 11 U.S.C. § 363(b)*; (2) *Approving Buyer as Good-Faith Purchaser Pursuant to 11 U.S.C. § 363(m)*; and (3) *Approving Settlement Agreement Between the Trustee and Debtor Pursuant to Federal Rule of Bankruptcy Procedure 9019* ("Motion") filed by Weneta M.A.

1 Kosmala, the chapter 7 trustee ("Trustee") of the bankruptcy estate ("Estate") of George
2 R. Campoy ("Debtor"). By the Motion, the Trustee seeks Court approval of a sale and
3 settlement between the Trustee and Debtor ("Parties") on the terms and conditions set
4 forth in the proposed Settlement Agreement and Release ("Agreement") attached to the
5 Motion as Exhibit 1. The Trustee believes the proposed sale and settlement is in the best
interests of the Estate and its creditors because, if approved, the Agreement results in
funds sufficient to pay all allowed claims and the Estate's administrative claims in full,
limits further expenditure of Estate resources, enables the Trustee to move toward closing
the case, and ensures that any surplus funds shall be remitted to Debtor.

6 Background

7 On May 31, 2022, Debtor filed a voluntary petition for relief under Chapter 7 of the
8 United States Bankruptcy Code ("Petition Date"), case no. 8:22-bk-10903-SC ("Case").
Weneta M.A. Kosmala was appointed Chapter 7 trustee shortly thereafter.

9 On June 9, 2022, Debtor filed a Schedule A/B which listed Debtor's ownership
10 interest in the real property located at 2028 West 154th Street, Anaheim, California 92809
11 ("Property"), with a scheduled value of \$833,000.00. Debtor scheduled a lien against the
Property in the amount of \$425,000.00 in favor of FCI Lender Services Inc. Debtor does
not claim an exemption in the Property.

12 There are three unsecured claims not entitled to priority filed in the case totaling
13 \$36,733.88. The Internal Revenue Service filed a claim in the amount of \$34,909.13, but
has since filed an amended claim of \$0.00.

14 Under 11 U.S.C § 541(a)(1), all legal and equitable interests of Debtor in property
15 are property of the Debtor's Estate.

16 Subject to Court approval of the Agreement, the Parties have agreed to a buy-out
17 of the Estate's interest in the Property for \$80,000.00. The transfer of the Estate's interest
18 in the Property will be on an "as-is, where-is" basis and without any representations or
warranties of any kind by the Trustee pursuant to 11 U.S.C. § 363. To the extent liens,
claims and interests have been asserted against the Property, those liens, claims and
interest are not affected by the Agreement and Debtor shall take any interest in the
Property subject to all liens, claims and interests.

19 Summary of the Terms of the Proposed Sale and Settlement

20 The Parties¹ have entered into the Agreement, a true and correct copy of which is
21 attached to the Motion as Exhibit 1. The salient terms of the Agreement provide:²

- 22 1. Settlement. In consideration for the promises made in the Agreement:
- 23 a. Debtor agrees to pay the sum of \$80,000.00 ("Settlement Payment")
to the estate of George R. Campoy, Case No. 8:22-bk-10903-SC, in exchange for
the Estate's rights, title, and interest in the Property.
- 24 b. The Settlement Payment shall be made payable by wire transfer in
25 accordance with the "Signature Bridge Bank N.A. – Wire Transfer Instructions For:

26 ¹ Debtor's designated attorney-in-fact executed the Agreement.

27 ² Parties are advised to consult the Agreement for all terms and conditions.

Campoy, George R Debtor Case 9:22-BK-10903-SC" provided to Debtor in conjunction with the Agreement.

c. The Settlement Payment is due upon execution of the Agreement.

d. The purchase of the Estate's interest in the Property is not subject to overbid.

e. The Settlement Payment shall be property of the Debtor's Estate as defined in 11 U.S.C. § 541, and as property of the Estate it is solely for the benefit of the Estate to pay allowed claims.

f. Debtor agrees to waive any right to claim any portion of the Settlement Agreement as exempt under 11 U.S.C. § 522.

g. Except as otherwise set forth in this Agreement, the Trustee shall transfer the Estate's interest in the Property to Debtor within 3 business days of the FRBP 9019 Order becoming a Final Order, provided that Debtor has satisfied Paragraph 3.1 of the Agreement.

h. The Estate's interest in the Property shall be transferred to Debtor and the Estate shall retain no rights, title, or interest in the Property. The Transfer of the Estate's interest in the Property will be on an "as-is, where-is" basis and without any representations or warranties of any kind by the Trustee. To the extent liens, claims and interests have been asserted against the Property, those liens, claims and interest are not affected by this Agreement and Debtor shall take any interest in the Property subject to all liens, claims and interests. Debtor represents and warrants that he is purchasing the Estate's interest in the Property as a result of his own investigations and not pursuant to any representation made by any Broker, Agent, Accountant, Attorney or Employee acting at the direction, or on behalf of, the Trustee.

i. Debtor agrees that he will be responsible for any and all costs he may incur relating to this sale and any tax he may incur because of the sale, including income or capital gain tax incurred as a result of this transfer. Each Party shall bear their own attorneys' fees and costs.

2. Releases. Releases are as set forth in the Agreement.

The Trustee is informed by the Estate's accountant that there is no anticipated tax liability to the Estate from the proposed sale of the Property.

The Motion does not contain an overbid procedure.

Summary of Relief Sought by the Motion

By the Motion, the Trustee seeks entry of an order granting the Motion as follows: (1) finding that notice of the Motion is proper and adequate; (2) approving the Agreement which is attached to the Motion as Exhibit 1, authorizing the Trustee to sell the Estate's rights, title and interest in the Property to Debtor "as is," "where is," without representation or warranty, subject to any and all liens, claims, and interests, pursuant to 11 U.S.C. § 363(b), determining that Debtor is entitled to the protections of § 363(m), and authorizing the Trustee to enter into the Agreement with Debtor pursuant to Federal Rule of Bankruptcy Procedure 9019(a); (3) authorizing the Trustee to execute any documents or take any actions reasonably necessary to effectuate the terms of the Agreement; (4) waiving any requirements for lodging periods imposed by Local Bankruptcy Rule 9021-1 and any other applicable bankruptcy rules; (5) waiving the stay imposed by Federal Rule of Bankruptcy Procedure 6004(h) and any other applicable bankruptcy rules; and (6) for such other and further relief as the Court may deem just and proper.

A copy of the Motion is on file with the Court and available by contacting the Trustee's counsel.

1 **Your Rights May Be Affected.** You should read these papers carefully and
2 discuss them with your attorney, if you have one. (If you do not have an attorney, you
may wish to consult one.)

3 **Deadline for Opposition Papers.** The Motion is being heard on regular notice
4 pursuant to LBR 9013-1. If you wish to oppose the Motion, you must file a written
5 response with the Court and serve a copy of it upon the Movant or Movant's attorney at
6 the address set forth above no less than **14 days** prior to the above hearing date. If you
fail to file a written response to the Motion within such time period, the Court may treat
such failure as a waiver of your right to oppose the Motion and may grant the requested
relief.

7 **Hearing Date Obtained Pursuant to Judge's Self-Calendaring Procedure.** The
8 undersigned hereby verifies that the above hearing date and time were available for this
type of Motion according to the judge's self-calendaring procedures.

9 **PLEASE TAKE FURTHER NOTICE** that any party requesting a copy of the Motion
10 or any supporting documents filed with the Court with respect to the Motion may contact
11 counsel for the Trustee, Ryan W. Beall, Golden Goodrich LLP, by email at
rbeall@go2.law, by mail at 650 Town Center Drive, Suite 600, Costa Mesa, California
92626, or by telephone at (714) 966-1000.

12 **PLEASE TAKE FURTHER NOTICE** that the hearing will be conducted
13 remotely using ZoomGov. Video and audio connection information for the hearing
14 will be provided on Judge Clarkson's publicly posted hearing calendar, which may
be viewed online at: <http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/?jid=SC>.

15 Dated: April 6, 2023

GOLDEN GOODRICH LLP

16 By: /S/ Ryan W. Beall
17 RYAN W. BEALL
18 Counsel for Chapter 7 Trustee
19 Weneta M.A. Kosmala
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Golden Goodrich LLP
650 Town Center Drive, Suite 600
Costa Mesa, California 92626
Tel 714-966-1000 Fax 714-966-1002

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

650 Town Center Drive, Suite 600, Costa Mesa California 92626

A true and correct copy of the foregoing document entitled (*specify*) Notice Of Chapter 7 Trustee's Motion For Order: (1) Authorizing Sale Of Real Property Subject To Liens, Claims And Interests Pursuant To 11 U.S.C. § 363(B); (2) Approving Buyer As Goodfaith Purchaser Pursuant To 11 U.S.C. § 363(M); And (3) Approving Settlement Agreement Between The Trustee And Debtor Pursuant To Federal Rule Of Bankruptcy will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **April 06 2023**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Ryan W Beall rbeall@go2.law, vrosales@wglp.com; kadele@wglp.com; lbracken@wglp.com; rbeall@ecf.courtdrive.com
Beth Gaschen bgaschen@go2.law,
kadele@wglp.com; cbmeeker@gmail.com; cyoshonis@wglp.com; lbracken@wglp.com; bgaschen@ecf.courtdrive.com; gestrada@wglp.com
Weneta M.A. Kosmala (TR) ecf.alert+Kosmala@titlexi.com, wkosmala@txitrustee.com; dmf@txitrustee.com; sdk@txitrustee.com
Martin W. Phillips marty.phillips@att.net
Valerie Smith claims@recoverycorp.com
United States Trustee (SA) ustpregrion16.sa.ecf@usdoj.gov

☐ Service information continued attached page

2. SERVED BY UNITED STATES MAIL:

On (date) **April 06, 2023**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

George R Campoy Honorable Scott C. Clarkson
5776 Wellson Dr United States Bankruptcy Court
Cypress, CA 90630 Central District of California
Ronald Reagan Federal Building and Courthouse
Debtor 411 West Fourth Street, Suite 5130 / Courtroom 5C
Santa Ana, CA 92701-4593

☒ Service information continued attached page

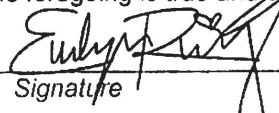
3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) **April 06, 2023**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

04/06/2023
Date

Evelyn Ruiz
Printed Name


Signature

ctirado760@gmail.com
dinakessler55@gmail.com

Served By U.S Mail

George R Campoy
5776 Wellson Dr
Cypress, CA 90630
Debtor

Bank of America, N.A.
PO Box 673033
Dallas, TX 75267-3033

Bank of Merica
Box 17054
Wilmington, DE 19884

Citibank, N.A.
5800 S Corporate Pl
Sioux Falls, SD 57108-5027

FCI Lender Services Inc
PO Box 27370
Anaheim, CA 92809

Fedloan Servicing
PO Box 60610
Harrisburg, PA 17106

Grant & Weber
14795 N 78th Way Ste 800
Scottsdale, AZ 85260

Lavonna G. Hayashi
Roberta E . Lahr-Dolgovin
117 North Mountain Avenue #106
Upland, CA 91786

Millenium Trust Com, LLC Custodian FBO Eric Lowey,
Kevin Cathcart & United First Corporatio C/O FCI Lender Services, Inc.
P.O. Box 27370
Anaheim Hills, California 92809-0112

INTERNAL REVENUE SERVICE
PO BOX 7346
PHILADELPHIA, PA 19101-7346

U.S. Securities and Exchange Commission

Attn: Bankruptcy Counsel
444 South Flower Street, Suite 900
Los Angeles, CA 90071-9591

United States Attorney's Office

Federal Building, Room 7516
300 North Los Angeles Street
Los Angeles, CA 90012

United States Department of Justice

Ben Franklin Station

P. O. Box 683
Washington, DC 20044

Employment Development Department

Bankruptcy Group MIC 92E
P. O. Box 826880
Sacramento, CA 94280-0001

Franchise Tax Board Chief Counsel

c/o General Counsel Section
P.O. Box 1720, MS: A-260
Rancho Cordova, CA 95741-1720

Franchise Tax Board Bankruptcy Section,

MS: A-340
P. O. Box 2952
Sacramento, CA 95812-2952

Executive Director

State Board of Equalization

450 N Street, MIC: 73
Sacramento, CA 95814-0073

State Board of Equalization

Special Operations Bankruptcy Team,

MIC: 74
P.O. Box 942879
Sacramento, CA 94279-0074

Los Angeles County Tax Collector P. O.

Box 54110
Los Angeles, CA 90054-0110

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

650 Town Center Drive, Suite 600, Costa Mesa California 92626

A true and correct copy of the foregoing document entitled (*specify*) NOTICE OF SALE OF ESTATE PROPERTY will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

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Beth Gaschen bgaschen@go2.law,
kadele@wglp.com;cbmeeker@gmail.com;cyoshonis@wglp.com;lbracken@wglp.com;bgaschen@ecf.courtdrive.com;ge
strada@wglp.com
Weneta M.A. Kosmala (TR) ecf.alert+Kosmala@titlexi.com,
wkosmala@txitrustee.com;dmf@txitrustee.com;sdk@txitrustee.com
Martin W. Phillips marty.phillips@att.net
Valerie Smith claims@recoverycorp.com
United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov

☐ Service information continued attached page

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☐ Service information continued attached page

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☐ Service information continued on attached page

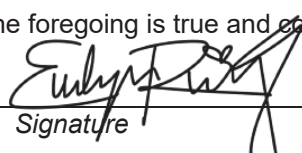
I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

04/06/2023

Date

Evelyn Ruiz

Printed Name


Signature